

Fill in this information to identify the case:Debtor 1 Charles Andrew Hoffkins; aka CA HoffkinsDebtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Eastern District of Wisconsin

Case number 15-30114-kmp**Official Form 410S1****Notice of Mortgage Payment Change**

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: US Bank Trust National Association
as Trustee of Cabana Series III TrustCourt claim no. (if known): 8-1Last 4 digits of any number you use to
identify the debtor's account: _____2 6 0 7**Date of payment change:**Must be at least 21 days after date
of this notice08/01/2020**New total payment:**

Principal, interest, and escrow, if any

\$ 1,294.25**Part 1: Escrow Account Payment Adjustment****1. Will there be a change in the debtor's escrow account payment?**☐ No☒ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: _____Current escrow payment: \$ 721.63New escrow payment: \$ 430.34**Part 2: Mortgage Payment Adjustment****2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?**☒ No☐ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: _____

Current interest rate: _____%

New interest rate: _____%

Current principal and interest payment: \$ _____

New principal and interest payment: \$ _____

Part 3: Other Payment Change**3. Will there be a change in the debtor's mortgage payment for a reason not listed above?**☒ No☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement.
(Court approval may be required before the payment change can take effect.)

Reason for change: _____

Current mortgage payment: \$ _____

New mortgage payment: \$ _____

Debtor 1

Charles Andrew Hoffkins

First Name Middle Name Last Name

Case number (if known) **15-30114-kmp****Part 4: Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

☐ I am the creditor.

☐ I am the creditor's authorized agent.

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

X/s/ Jon J. Lieberman

Signature

Date **07/08/2020**

Print:

Jon J. Lieberman (OH 0058394)

First Name Middle Name Last Name

Title **Attorney for Creditor**

Company

Sottile & Barile, Attorneys at Law

Address

394 Wards Corner Road, Suite 180

Number Street

Loveland

City

OH

State

45140

ZIP Code

Contact phone

513-444-4100Email **bankruptcy@sottileandbarile.com**



314 S. Franklin Street, 2nd Floor
P.O. Box 517
Titusville, PA 16354
1-800-327-7861
https://myloanweb.com/BSI

Annual Escrow Account Disclosure Statement

ACCOUNT NUMBER: [REDACTED]

DATE: 06/25/20

SUZANNA HOFFKINS
705 COBB RD
ELKHORN, WI 53121

PROPERTY ADDRESS
705 COBB RD
ELKHORN, WI 53121

PLEASE REVIEW THIS STATEMENT CLOSELY - YOUR MORTGAGE PAYMENT MAY BE AFFECTED. THIS STATEMENT TELLS YOU OF ANY CHANGES IN YOUR MORTGAGE PAYMENT, ANY SURPLUS REFUNDS, OR ANY SHORTAGE YOU MUST PAY. IT ALSO SHOWS YOU THE ANTICIPATED ESCROW ACTIVITY FOR YOUR ESCROW CYCLE BEGINNING 08/01/2020 THROUGH 07/31/2021.

----- ANTICIPATED PAYMENTS FROM ESCROW 08/01/2020 TO 07/31/2021 -----

HOMEOWNERS INS	\$1,191.00
PMI	\$312.36
CITY	\$3,660.83
TOTAL PAYMENTS FROM ESCROW	\$5,164.19
MONTHLY PAYMENT TO ESCROW	\$430.34

----- ANTICIPATED ESCROW ACTIVITY 08/01/2020 TO 07/31/2021 -----

ANTICIPATED PAYMENTS				ESCROW BALANCE COMPARISON	
MONTH	TO ESCROW	FROM ESCROW	DESCRIPTION	ANTICIPATED	REQUIRED
			STARTING BALANCE -->	\$8,289.91	\$3,234.59
AUG	\$430.34	\$26.03	PMI	\$8,694.22	\$3,638.90
SEP	\$430.34	\$1,191.00	HOMEOWNERS INS	\$7,933.56	\$2,878.24
		\$26.03	PMI	\$7,907.53	\$2,852.21
OCT	\$430.34	\$26.03	PMI	\$8,311.84	\$3,256.52
NOV	\$430.34	\$26.03	PMI	\$8,716.15	\$3,660.83
DEC	\$430.34	\$26.03	PMI	\$9,120.46	\$4,065.14
JAN	\$430.34	\$26.03	PMI	\$9,524.77	\$4,469.45
		\$3,660.83	CITY	L1-> \$5,863.94	L2-> \$808.62
FEB	\$430.34	\$26.03	PMI	\$6,268.25	\$1,212.93
MAR	\$430.34	\$26.03	PMI	\$6,672.56	\$1,617.24
APR	\$430.34	\$26.03	PMI	\$7,076.87	\$2,021.55
MAY	\$430.34	\$26.03	PMI	\$7,481.18	\$2,425.86
JUN	\$430.34	\$26.03	PMI	\$7,885.49	\$2,830.17
JUL	\$430.34	\$26.03	PMI	\$8,289.80	\$3,234.48

----- DETERMINING THE SUFFICIENCY OF YOUR ESCROW BALANCE -----

IF THE ANTICIPATED LOW POINT BALANCE (L1) IS GREATER THAN THE REQUIRED BALANCE (L2), THEN YOU HAVE AN ESCROW SURPLUS. **YOUR ESCROW SURPLUS IS \$5,055.32.**

CALCULATION OF YOUR NEW PAYMENT

PRIN & INTEREST	\$863.91
ESCROW PAYMENT	\$430.34
NEW PAYMENT EFFECTIVE 08/01/2020	\$1,294.25
YOUR ESCROW CUSHION FOR THIS CYCLE IS \$808.62.	

***** Continued on reverse side *****



Our records indicate that you have filed for Bankruptcy protection. As a result of your Bankruptcy filing, escrow account deficiencies prior to your filing date have been removed from calculation of your analysis, and they are now reflected as amounts due within your pre-petition arrearage. This Escrow Analysis Statement was prepared under the assumption that all escrow payments have been made in the amount required each month. The surplus funds indicated above are not an accurate reflection of your escrow account because no surplus funds will exist until all amounts are received towards your pre-petition arrearage.

***** Continued from front *****

ACCOUNT HISTORY

THIS HISTORY STATEMENT COMPARES YOUR PRIOR ANALYSIS CYCLE PROJECTED ESCROW ACTIVITY TO THE ACTUAL ESCROW ACTIVITY BEGINNING 08/01/2019 AND ENDING 07/31/2020. IF YOUR LOAN WAS PAID-OFF, ASSUMED OR TRANSFERRED DURING THIS PRIOR CYCLE, OR THE COMPUTATION YEAR IS BEGING CHANGED, ACTUAL ACTIVITY STOPS AT THAT POINT. THIS STATEMENT IS INFORMATION ONLY AND REQUIRES NO ACTION ON YOUR PART.

YOUR PAYMENT BREAKDOWN AS OF 08/01/2019 IS:

PRIN & INTEREST	\$863.91
ESCROW PAYMENT	\$684.35
SHORTAGE PYMT	\$37.28
BORROWER PAYMENT	\$1,585.54

MONTH	PAYMENTS TO ESCROW		PAYMENTS FROM ESCROW		DESCRIPTION	ESCROW BALANCE	
	PRIOR PROJECTED	ACTUAL	PRIOR PROJECTED	ACTUAL		PRIOR PROJECTED	ACTUAL
AUG	\$684.35	\$404.21 *	\$26.03		STARTING BALANCE	\$1,900.66	\$1,258.56
AUG				\$26.03	PMI	\$2,558.98	\$1,636.74
SEP	\$684.35	\$404.81 *	\$1,168.00		HOMEOWNERS INS	\$2,049.30	\$824.52
SEP				\$1,191.00 *	HOMEOWNERS INS		
SEP			\$26.03		PMI		
SEP				\$26.03	PMI		
OCT	\$684.35	\$404.21 *	\$26.03		PMI	\$2,707.62	\$1,202.70
OCT				\$26.03	PMI		
NOV	\$684.35	\$404.21 *	\$26.03		PMI	\$3,365.94	\$1,554.85
NOV				\$52.06 *	PMI		
DEC	\$684.35	\$404.87 *	\$26.03		PMI	\$4,024.26	\$1,727.14-
DEC				\$26.03 *	PMI		
DEC				\$3,660.83	CITY		
JAN	\$684.35	\$7,321.66 *	\$26.03		PMI	T-> \$1,316.64	A-> \$1,753.17-
JAN				\$3,660.83 *	CITY		
JAN			\$3,365.94		CITY		
JAN				\$3,660.83	CITY		
JAN				\$26.03	PMI		
FEB	\$684.35	\$721.63 *	\$26.03		PMI	\$1,974.96	\$1,057.57-
FEB				\$26.03	PMI		
MAR	\$684.35	\$721.63 *	\$26.03		PMI	\$2,633.28	\$361.97-
MAR				\$26.03	PMI		
APR	\$684.35	\$1,443.26 *	\$26.03		PMI	\$3,291.60	\$1,055.26
APR				\$26.03	PMI		
MAY	\$684.35	\$721.63 *	\$26.03		PMI	\$3,949.92	\$1,750.86
MAY				\$26.03	PMI		
JUN	\$684.35	\$721.63 *	\$26.03		PMI	\$4,608.24	\$2,446.46
JUN				\$26.03	PMI		
JUL	\$684.35	\$0.00	\$26.03		PMI	\$1,900.62	\$2,446.46
JUL			\$3,365.94		CITY		
	\$8,212.20	\$13,673.75	\$8,212.24	\$12,485.85			

UNDER FEDERAL LAW, WHEN YOUR ACTUAL ESCROW BALANCE REACHED THE LOWEST POINT, THAT BALANCE WAS TARGETED NOT TO EXCEED 1/6TH OF THE ANNUAL PROJECTED DISBURSEMENTS. YOUR LOAN DOCUMENTS OR STATE LAW MAY SPECIFY THAT YOUR LOWEST BALANCE MUST BE A LOWER AMOUNT THAN THE FEDERAL LAW ALLOWS.

UNDER YOUR MORTGAGE CONTRACT OR STATE OR FEDERAL LAW, YOUR TARGETED LOW POINT BALANCE (T) WAS \$1,316.64. YOUR ACTUAL LOW POINT ESCROW BALANCE (A) WAS \$1,753.17-.

BY COMPARING THE ANTICIPATED ESCROW TRANSACTIONS WITH THE ACTUAL TRANSACTIONS YOU CAN DETERMINE WHERE A DIFFERENCE MAY HAVE OCCURRED. AN ASTERISK (*) INDICATES A DIFFERENCE IN EITHER THE AMOUNT OR DATE OF THE PROJECTED ACTIVITY THAT HAS NOT YET OCCURRED DUE TO THE DATE OF THIS STATEMENT.

IF THERE ARE NO PRIOR PAYMENTS TO OR FROM ESCROW SHOWN, THERE WAS NO PRIOR PROJECTION TO WHICH THE ACTUAL ACTIVITY COULD BE COMPARED.

Determining your Shortage or Surplus**Shortage:**

Any shortage in your escrow account is usually caused by one the following items:

- An increase, if any, in what was paid for insurance and/or taxes from your escrow account.
- A projected increase in taxes for the upcoming year.
- The number of months elapsed from the time of these disbursements to the new payment effective date.

Shortages are divided evenly of the next twelve months. To reduce the increase in your monthly payment, the shortage can be paid either partially or in full.

Surplus:

A surplus in your escrow account is usually caused by one the following items:

- The insurance/taxes paid during the past year were lower than projected.
- A refund was received from the taxing authority or insurance carrier.
- Additional funds were applied to your escrow account.

If your surplus is \$50.00 or greater and your loan was contractually current at the time when the analysis was run or calculated, a check will be sent to you. If your surplus is less than \$50.00, the funds will be retained in your escrow account.



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P.O. Box 517
Titusville, PA 16354

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ACCOUNT NUMBER [REDACTED]

SUZANNA HOFFKINS
705 COBB RD
ELKHORN, WI 53121

PROPERTY ADDRESS
705 COBB RD
ELKHORN, WI 53121

Annual PMI Notification (originated after 7-29-99)

Private Mortgage Insurance: Your mortgage loan requires private mortgage insurance ("PMI"). The premium for the insurance is added to your loan payments. PMI protects lenders against financial loss when borrowers default. Under certain circumstances, federal law gives you the right to cancel PMI or requires that PMI automatically terminate. Cancellation or termination of PMI does not affect any obligation you may have to maintain other types of insurance.

Borrower Requested Cancellation of PMI: You have the right to request that PMI be canceled on or after either of these dates:

- (1) the date the principal balance of your loan is first scheduled to reach 80% of the original value of the property or
- (2) the date the principal balance actually reaches 80 % of the original value of the property.

PMI will only be canceled on these dates if:

- (1) you submit a written request for cancellation;
- (2) you have a good payment history; and
- (3) we receive, if requested and at your expense, evidence that the value of the property has not declined below its original value and certification that there are no subordinate liens on the property.

A "good payment history" means no payments 60 or more days past due within two years and no payments 30 or more days past due within one year of the cancellation date.

"Original value" means the lesser of the contract sales price of the property or the appraised value of the property at the time the loan was closed.

Automatic Termination of PMI: If you are current on your loan payments, PMI will automatically terminate on the date the principal balance of your loan is first scheduled to reach 78% of the original value of the property. If you are not current on your loan payments as of that date, PMI will automatically terminate when you thereafter become current on your payments.

In any event, PMI will not be required on your mortgage loan beyond the date that is the midpoint of the amortization period for the loan if you are current on your payments on that date.

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION**

IN RE:

CASE NO. 15-30114-kmp

Charles Andrew Hoffkins
aka CA Hoffkins
Suzanna Marie Hoffkins
aka Susan Marie Hoffkins
aka Suzanna M. Schultz

CHAPTER 13

Debtors.

JUDGE Katherine M. Perhach

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on July 8, 2020, I electronically filed the foregoing with the Clerk of Court by using the CM/ECF system, and a true and correct copy has been served via CM/ECF or United States Mail to the following parties:

Charles Andrew Hoffkins, Debtor
705 Cobb Road
Elkhorn, WI 53121

Suzanna Marie Hoffkins, Debtor
705 Cobb Road
Elkhorn, WI 53121

Anton B. Nickolai, Debtors' Counsel
anton@nickolailaw.com

William Patrick Nickolai, Debtors' Counsel
bill@nickolailaw.com

Scott Lieske, Chapter 13 Trustee
ecf@chapter13milwaukee.com

Office of the U.S. Trustee
ustpreion11.mi.ecf@usdoj.gov

Respectfully submitted,

/s/ Jon Lieberman

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